

KING COUNTY TITLE  
COMPANY, AGENT  
SEATTLE



KENNETH C. KLEPSE, PRESIDENT  
W. A. LANGLOW, SECRETARY  
CARL SCHEUCH, JR., TREASURER  
MAIN 5133

HOME OFFICE  
705 THIRD AVENUE, SEATTLE 4, WASHINGTON

TITLE INSURANCE POLICY  
(OWNER-PURCHASER)

AMOUNT \$ 982.50 PREMIUM \$ 30.00 POLICY No. 177066

IN CONSIDERATION OF THE PREMIUM WHICH HAS BEEN PAID FOR THIS POLICY, THE

PUGET SOUND TITLE INSURANCE COMPANY

A WASHINGTON CORPORATION, HEREINAFTER CALLED THE COMPANY,

DOES HEREBY INSURE

subject to the annexed conditions, hereby made a part of this policy,

LONGVIEW FIBRE COMPANY,

hereinafter called the Insured, against loss or damage not exceeding

NINE HUNDRED EIGHTY TWO and 50/100 ----- Dollars,

which the Insured may sustain by reason of any defect in the title to the property described in Schedule A, hereto annexed, as therein vested, or by reason of liens or incumbrances charging the same, at the date of this policy, saving and excepting, and this policy does not insure against, loss or damage by reason of any estate or interest, defect, lien, incumbrance or objection noted in annexed Schedule B which is a part hereof. Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the Insured with and as prescribed in said conditions, and not otherwise.

IN WITNESS WHEREOF, this Company has executed these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of the Company.

PUGET SOUND TITLE INSURANCE COMPANY

Attest:

By:

*W. A. Langlow*  
Secretary

*Kenneth C. Klepser*  
President

Countersigned and dated at Seattle, Washington, August 2, 1954, at 8 o'clock A.M.

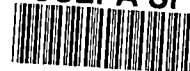
KING COUNTY TITLE COMPANY, Agent

VH

By

*R. E. Fahrenbruech*  
Asst. Title Officer.

USEPA SF



1256822

LFC001138

## SCHEDULE A

1. The title to said property is, at the date hereof, vested in LONGVIEW FIBRE COMPANY, a Delaware Corporation.

2. Description of the property, title to which is insured by this policy.

That portion of Government Lot 4 in Section 19, Township 24 North, Range 4 East W. M., described as follows:

Beginning at the intersection of the South line of West Fidalgo Street, as said street was heretofore condemned in King County Superior Court Cause No. 178890 under Ordinance No. 46352 of the City of Seattle, with the Westerly line of East Marginal Way as now established; thence South 19°36'23" East 300.00 feet, along said Way line to the true point of beginning of this description; thence South 70°23'37" West 655.00 feet; thence South 19°36'23" East 3.00 feet; thence North 70°23'37" East 655.00 feet; thence North 19°36'23" West 3.00 feet to the point of beginning; situate in the City of Seattle, County of King, State of Washington.

## SCHEDULE B

This policy does not insure against:

1. Questions of boundary or area dependent upon survey for determination, or encroachments by improvements belonging to this or adjoining property.

2. Exceptions and reservations in United States patents; any governmental action based on the claim that any part of the insured premises is within or under navigable waters; regulations and restrictions imposed by building and zoning ordinances or by a planning authority.

3. The existence of roads or ways not established of record, or existence of public roads; water rights, mining rights or matters relating thereto, if any.

4. Rights or claims of persons in possession, or claiming to be in possession, not shown of record; rights claimed under instruments of which no notice is of record and rights or claims based upon facts of which no notice is of record but of which the Insured has notice; material or labor liens of which no notice is of record.

5. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming fixed and shown as a lien; unpaid charges for sewer services, for installation of water service and for water, light or power consumed on the premises, owing to and furnished by any City or Sewer District or Water District of the State.

6. An agreement entered into between Kaiser Gypsum Company, Inc. and City of Seattle, wherein in consideration of being granted a permit to construct a side sewer at less than 2% grade they release the City from all future claims for damages resulting from such connection as created by agreement dated January 13, 1954, filed January 28, 1954, as File No. 4414751, reference to which record is made for further particulars.

7. Terms, provisions and conditions of a reciprocal easement by and between Kaiser Gypsum Company, Inc., a Washington Corporation, and Longview Fibre Company, a Delaware Corporation, dated July 20, 1954, filed July 29, 1954, as Office File No. 4470013, records of King County, Washington, reference to which record is made for further particulars.

## CONDITIONS OF THIS POLICY

1. The obligations of the Company under this policy shall extend to the Insured above named; to anyone to whom this policy may be assigned in writing endorsed hereon; to the executors, administrators, heirs and devisees of the Insured; and to any assignee of any mortgage which may be insured by this policy. The "Insured," when hereinafter mentioned, refers to each party separately to whom the Company is, at the time referred to, obligated under the terms of this policy.

2. The Company will at its own costs defend the Insured in all legal proceedings founded upon a claim of title, incumbrance or defect which existed or is claimed to have existed prior in date to this policy and not set forth or excepted herein; reserving, however, the option at any time of settling the claim or paying this policy in full. In case any such legal proceedings shall be begun and the Insured shall have knowledge thereof, it shall be the duty of the Insured at once to give written notice thereof to the Company at its Home Office; and, if the Insured is a party to such legal proceedings, to secure to the Company, within ten days after service of the first process upon the Insured, the right to defend such proceeding in the name of the Insured so far as necessary to protect the Insured, and to render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of this Company in regard to the subject matter of such proceedings shall terminate as to such Insured who failed to perform such duty in the manner and within the time required.

3. Loss shall be payable hereunder upon a final judicial determination by a court of competent jurisdiction, under which the Insured is dispossessed or deprived of the real estate covered hereby or his estate or interest insured is impaired by reason of any adverse interest, lien or incumbrance hereby insured against, provided the conditions of this policy have been in all ways complied with.

4. The total liability under this policy, exclusive of costs, shall in no case exceed the face of the policy, and every payment by the Company shall reduce the policy by the amount paid and shall be endorsed on the policy. When the Company shall have paid a loss under this policy, it shall be subrogated to all rights and remedies which the Insured may have against any person or property in respect of such claim, or would have if this policy had not been issued, and the Insured shall forthwith transfer all such rights to the Company accordingly; but if the payment made by the Company does not cover the loss of the Insured, then the subrogation and transfer to the Company shall be proportionate. Or, the Company may, in case this policy insures the lien of a mortgage, pay the mortgagee the entire mortgage indebtedness, and thereupon the mortgagee shall assign and transfer to the Company the mortgage and the indebtedness thereby secured, with all instruments evidencing or securing the same, or shall convey to the Company any estate vested in the mortgagee by virtue of foreclosure of the mortgage, and all liability of the Company to such mortgagee shall thereupon terminate.

5. The Company shall not be liable for any loss or damage resulting from the refusal of any party to enter into or carry out any contract respecting the estate or interest insured.

TITLE POLICY

ISSUED BY



HOME OFFICE  
705 THIRD AVENUE, SEATTLE 4, WASHINGTON